

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

NUCLEAR LIABILITY EXCLUSION

- A. This insurance does not apply to "damages" or "claims expenses" for "claims" or "suits" arising out of the failure to discover or disclose the presence or existence of a "nuclear facility", "nuclear material", "spent fuel" or "waste".

- B. As used in this endorsement:

"Nuclear material" means "source material", "special nuclear material" or "by-product material".

"Source material", "special nuclear material", and "by-product material" have the meanings given them in the Atomic Energy Act of 1954 or in any law amendatory thereof.

"Spent fuel" means any fuel element or fuel component, solid or liquid, which has been used or exposed to radiation in a "nuclear reactor".

"Waste" means any waste material (1) containing "by-product material" other than the tailings or wastes produced by the extraction or concentration of uranium or thorium from any ore processed primarily for its "source material" content, and (2) resulting from the operation by any person or organization of any "nuclear facility" included under the first two paragraphs of the definition of "nuclear facility".

"Nuclear facility" means:

1. Any "nuclear reactor"; or
2. Any equipment or device designed or used for the (a) separating the isotopes of uranium or plutonium, (b) processing or utilizing "spent fuel," or (c) handling, processing or packaging "waste"; or
3. Any equipment or device used for the processing, fabricating or alloying of "special nuclear material" if at any time the total amount of such material in the custody of the insured at the premises where such equipment or device is located consists of or contains more than 25 grams of plutonium or uranium 233 or any combination thereof, or more than 250 grams of 235; or
4. Any structure, basin, excavation, premises or place prepared or used for the storage or disposal of "waste", and includes the site on which any of the foregoing is located, all operations conducted on such site and all premises used for such operations.

"Nuclear reactor" means any apparatus designed or used to sustain nuclear fission in a self-supporting chain reaction or to contain a critical mass of fissionable material.

ALL OTHER TERMS AND CONDITIONS REMAIN UNCHANGED.

NEW YORK APPLICATION AND DECLARATION PAGE ADDENDUM CLAIMS-MADE DISCLOSURE FORM

IMPORTANT NOTICE TO APPLICANT OR POLICYHOLDER

THIS DISCLOSURE FORM IS NOT THE POLICY. THIS FORM DESCRIBES SOME OF THE MAJOR FEATURES OF OUR **CLAIMS-MADE** LAWYERS PROFESSIONAL LIABILITY COVERAGE FORM. READ THE COVERAGE FORM CAREFULLY TO DETERMINE DUTIES, RIGHTS, AND WHAT IS AND IS NOT COVERED. THE PROVISIONS OF THE COVERAGE FORM DETERMINE THE SCOPE OF INSURANCE PROTECTION.

WORDS AND PHRASES IN QUOTATION MARKS HAVE SPECIAL MEANINGS AND ARE DEFINED IN THE COVERAGE FORM.

- A. The policy provides a specific type of liability insurance protecting the policyholder under certain circumstances. Please review the coverage form carefully with your agent or broker to see that it meets your needs and to thoroughly understand its exclusions, exceptions and limitations.
- B. The Lawyers Professional Liability Coverage Form is a Claims-Made form. No coverage is provided for any "claim" which was made prior to the inception date of the policy or for any circumstances occurring before the inception date of the policy which any insured knew about or could reasonably foresee would result in a "claim". If the policy includes a Retroactive Date in the Declarations or a Prior Acts Limitation endorsement, no coverage is provided for any errors, omissions, or negligent acts which occurred prior to the Retroactive Date. The policy applies only to any "claim" which is the result of an error, omission or negligent act in the rendering of or failure to render "professional legal services" for others by you or on your behalf during the "policy period". The "claim" must be first made against an insured during the "policy period" or any applicable Extended Reporting Period. All "claims" must be reported to us as soon as practicable and within the "policy period", any subsequent renewal or applicable Extended Reporting Period. All coverage provided by the policy will cease upon termination of the policy unless and to the extent an Extended Reporting Period applies.
- C. If the policy is nonrenewed or terminated or if the Basic or Supplemental Extended Reporting Period has expired, you may have a gap in coverage. Your new insurance carrier may or may not provide coverage on the same basis as this policy or may change the Retroactive Date. It is important for you to review **SECTION IX - CONDITIONS A**, Extended Reporting Periods, in the Coverage Form for the availability of and requirements for the following options:
1. Our Coverage Form automatically provides a 60 days Basic Extended Reporting Period at no additional cost for reporting "claims" resulting from errors, omissions or negligent acts in the rendering or failure to render "professional legal services" by the insured or on the insured's behalf during the "policy period".
 2. The first "Named Insured" may purchase for an additional premium of 190% of the premium stated in Item 6 of the Declarations Page a Supplemental Extended Reporting Period of thirty-six (36) months for reporting "claims" from errors, omissions or negligent acts in the rendering or failing to render "professional legal services" during the "policy period". This Supplemental Extended Reporting Period is inclusive of the Basic Extended Reporting Period.
- D. During the first several years of a claims-made relationship, claims-made rates are comparatively lower than occurrence rates, and you can expect substantial annual premium increases, independent of overall rate-level increases, until the claims-made relationship reaches maturity.



St. Paul Travelers 1st ChoiceSM
Lawyers Professional Liability Insurance Application

- ☐ St. Paul Fire and Marine Insurance Company, Saint Paul, Minnesota
☐ St. Paul Mercury Insurance Company, Saint Paul, Minnesota
☐ St. Paul Guardian Insurance Company, Saint Paul, Minnesota

IMPORTANT NOTE: This is an application for a policy, which, if issued will be on a claims-made basis. To be covered, "claims" must be first made against the insureds and reported during the "policy period", any subsequent renewal of the policy or applicable extended reporting period.

Throughout this application the terms "you" and "your" mean the firm or the individual who is applying for this insurance.

Submitting Agency: _____ Agency Code: _____ ☐ Direct ☐ Sub-Produced

Licensed Producer Name: _____

INSTRUCTIONS: ALL QUESTIONS MUST BE ANSWERED ACCURATELY AND COMPLETELY. IF A POLICY IS ISSUED, THE COMPLETED APPLICATION AND SUPPLEMENTS WILL BE ATTACHED TO AND BECOME PART OF THE POLICY. IF ADDITIONAL SPACE IS NEEDED, CONTINUE ON YOUR LETTERHEAD AND REFER TO THE QUESTION NUMBER.

COVERAGE REQUESTED

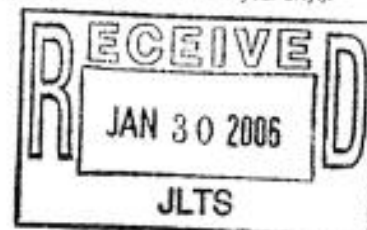
1. Limits of Liability.
- | | | | |
|--|---|--|--|
| <input type="checkbox"/> \$100,000/\$300,000 | <input checked="" type="checkbox"/> \$1,000,000/\$1,000,000 | <input type="checkbox"/> \$4,000,000/\$4,000,000 | <input type="checkbox"/> \$9,000,000/\$9,000,000 |
| <input type="checkbox"/> \$200,000/\$600,000 | <input type="checkbox"/> \$1,000,000/\$2,000,000 | <input type="checkbox"/> \$5,000,000/\$5,000,000 | <input type="checkbox"/> \$10,000,000/\$10,000,000 |
| <input type="checkbox"/> \$250,000/\$500,000 | <input type="checkbox"/> \$2,000,000/\$2,000,000 | <input type="checkbox"/> \$6,000,000/\$6,000,000 | |
| <input type="checkbox"/> \$500,000/\$500,000 | <input type="checkbox"/> \$2,000,000/\$4,000,000 | <input type="checkbox"/> \$7,000,000/\$7,000,000 | |
| <input type="checkbox"/> \$500,000/\$1,000,000 | <input type="checkbox"/> \$3,000,000/\$3,000,000 | <input type="checkbox"/> \$8,000,000/\$8,000,000 | |
2. Deductible Amount Requested.
- | | | | | | | |
|----------------------------------|----------------------------------|---|-----------------------------------|-----------------------------------|-----------------------------------|---------------------------------|
| <input type="checkbox"/> \$1,000 | <input type="checkbox"/> \$2,500 | <input type="checkbox"/> \$4,000 | <input type="checkbox"/> \$10,000 | <input type="checkbox"/> \$20,000 | <input type="checkbox"/> \$35,000 | <input type="checkbox"/> Other: |
| <input type="checkbox"/> \$2,000 | <input type="checkbox"/> \$3,000 | <input checked="" type="checkbox"/> \$5,000 | <input type="checkbox"/> \$15,000 | <input type="checkbox"/> \$25,000 | <input type="checkbox"/> \$50,000 | \$ _____ |
3. Other Deductible and Limit Options:
- | | | |
|---|---|--|
| Annual Aggregate Deductible | <input type="checkbox"/> Currently Have | <input type="checkbox"/> Interested in Quotation |
| Deductible Not Applicable Towards Claims Expenses | <input type="checkbox"/> Currently Have | <input type="checkbox"/> Interested in Quotation |
| Claims Expenses Outside Limits of Liability | <input type="checkbox"/> Currently Have | <input type="checkbox"/> Interested in Quotation |

GENERAL INFORMATION

4. Name(s) of Legal Entity(ies) to be insured (as referenced on your letterhead)
Citak & Citak
5. Your Primary Location (Street Address, City, State, Zip Code, County)
270 Madison Avenue, Suite 1203, NY, NY 10016
6. Phone 212-759-9585 7. Fax Number 212-759-2979

PLEASE ATTACH A COPY OF THE FIRM'S LETTERHEAD FOR EACH OFFICE LOCATION.

8. Does your firm practice from any other office location(s)?
☐ Yes ☒ No (If yes, please complete the Additional Locations Supplement.)
9. Date Applicant Firm Established 1982
10. Indicate your firm formation or legal status (check one):
☒ Partnership ☐ Professional Corporation or Association ☐ Limited Liability Company or Partnership
☐ Sole Proprietor ☐ Association ☐ Other: _____
11. Indicate the Firm's gross revenue for the applicable fiscal year. (If Firm is newly established, please advise best estimate for current fiscal year only):
- | | |
|--|----------------|
| a. Estimate for current fiscal year \$ | <u>575,000</u> |
| b. Actual for immediate past fiscal year \$ | <u>565,000</u> |
| c. Actual for second previous fiscal year \$ | <u>917,000</u> |



12. Do you have any single client(s) representing 20% or more of your gross revenue? ☐ Yes ☒ No

If yes, please list:

Client/Industry	Area(s) of Practice	Percent of Your Revenue Derived from Client

13. Do you advertise? ☐ Yes ☒ No
 If yes, please indicate in which of the following media and include a copy of the ad and/or transcript.
☐ Yellow Pages ☐ Fliers ☐ Newspapers ☐ Periodicals ☐ Radio ☐ Television ☐ Internet

14. List all predecessor firm(s) of the applicant. This is defined as a law firm or practice which has undergone dissolution and at least 50% of the owners, officers, partners, principals or shareholders of the prior firm have joined the successor firm.

Name of Prior Firm/Sole Practitioner	Date Established	Date Dissolved	No. of Owners, Officers, Partners at		No. of Owners, Officers, Partners from Prior Firm who joined successor
			Start	End	
None					

15. If you are a Sole Proprietor, have you made arrangements with another attorney to handle your cases in the event of your extended absence from your practice? ☐ Yes ☐ No
 If yes, please provide the following concerning your back-up attorney: ☒ N/A

Name: _____ Phone #: _____

City/State: _____

16. Is this a full-time, private practice of law? ☒ Yes ☐ No

17. Please list all attorneys associated with the Firm (including yourself) by category, using the following position designations.
 O = Owner/Officer/Shareholder S = Sole proprietor EA = Employed practicing attorneys of the firm not otherwise designated
 A = Associate practicing for the Firm OC = Of Counsel attorney of the Firm RP = Retired partners of the Firm
 P = Partner of the partnership CA = Attorneys on contract or per diem

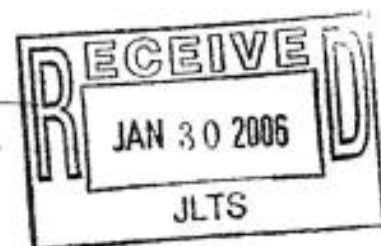
Name	Position (see key)	Month/Year Admitted to Bar (Identify All States)	Month/Year Attorney Joined Firm	Annual Hours Worked Per Week for OCs and any part-time lawyers	Participated in CLE during the past (12) months?
Burton Citak	P	12/1952		35	<input checked="" type="checkbox"/> Yes <input type="checkbox"/> No
Donald Citak	P	2/1981		45	<input checked="" type="checkbox"/> Yes <input type="checkbox"/> No
					<input type="checkbox"/> Yes <input type="checkbox"/> No
					<input type="checkbox"/> Yes <input type="checkbox"/> No
					<input type="checkbox"/> Yes <input type="checkbox"/> No
					<input type="checkbox"/> Yes <input type="checkbox"/> No
					<input type="checkbox"/> Yes <input type="checkbox"/> No

18. Does the Firm or any member of the Firm have any other law partner(s), associated, employed or independently contracted attorney(s) other than those named above? ☐ Yes ☒ No
 If yes, please provide details of such relationships.

19. Does any member of the Firm act as a public defender, prosecuting attorney, public official, an in-house attorney of any corporation or governmental agency, or an independent contractor or Of Counsel to another firm? ☐ Yes ☒ No
 If yes, please provide details.

20. Provide the total number of non-attorney staff serving as:

Law Clerks 1 Abstractors _____ Clerical _____ Investigators _____
 Paralegals _____ Title Agents _____ Other Secretary



21. Does any attorney or non-attorney member of your Firm provide professional services as an accountant, insurance agent or broker, investment adviser, real estate agent or broker or securities agent or broker? ☐ Yes ☐ No
 If yes, please indicate member's name, type of services provided, percentage of time spent, under which name these services are provided, professional liability carrier, limit of liability and copy of letterhead used.

22. Complete the following chart based upon the Firm's gross revenue for each category. The total must equal 100%. If Firm is newly established, please provide best estimate.

Area of Practice	% of Practice	Area of Practice	% of Practice
Administrative	%	Investment Counseling / Money Management	%
Admiralty / Maritime - Defense	%	Loans	%
Admiralty / Maritime - Plaintiff (6)	%	Labor Law - Management	%
Antitrust / Trade Regulation	%	Labor Law - Union	%
Arbitration / Mediation	5 %	Labor Litigation - Defense	5 %
Aviation	%	Labor Litigation - Plaintiff (6)	5 %
Banking / Financial Institutions (1)	%	Litigation - Commercial - Defense	8 %
Bankruptcy	5 %	Litigation - Commercial - Plaintiff (6)	7 %
BI / Pl - Defense	5 %	Mergers and Acquisitions	%
BI / Pl - Plaintiff	10 %	Municipal / Governmental - Zoning & Planning	%
General Liability (6)	%	Municipal / Governmental - Other (Not Bonds)	%
Medical Malpractice (6)	%	Oil / Gas / Minerals	%
Products Liability (6)	%	Patent (2)	%
Other Plaintiff (6)	%	Public Utilities	%
Civil Rights / Discrimination	%	Real Estate - Commercial (4)	10 %
Collection / Repossession / Foreclosures	%	Real Estate - Escrow Agent (4)	%
Communication / FCC	%	Real Estate - Residential (4)	10 %
Copyright / Trademark (Not Patent) (2)	%	Real Estate - Title Work (4)	%
Corporate - Formation / Alteration	%	Real Estate - Syndication / Development (4)	%
Corporate - General	10 %	School Law	%
Criminal	%	Securities, Bonds, Secured Transactions (5)	%
Domestic Relations / Family / Juvenile	10 %	Social Security / Elder Law	%
Eminent Domain	%	Tax - Corporate / Business Opinions	%
Employee Benefit Plans / ERISA	%	Tax - Corporate / Business Preparation	%
Entertainment / Sports (3)	%	Tax - Individual	%
Environmental - General (4)	%	Water Rights	%
Environmental - Litigation	%	Workers Compensation - Defense	%
Estate / Estate Planning / Probate / Trusts / Wills	10 %	Workers Compensation - Plaintiff (6)	%
Foreign (Non-U.S. Law) / International	%	Other-Describe in Detail-Miscellaneous Not Acceptable	%
Healthcare	%		
Insurance	%	THE ABOVE MUST TOTAL 100%	100

If the Firm practices in any area(s) above with a numerical notation(s), complete the associated Supplemental Information (indicated below)

(1) Financial Institutions

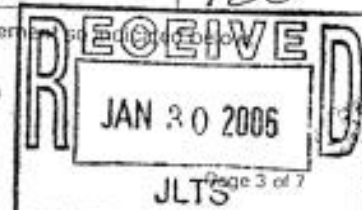
(3) Entertainment

(5) Securities

(2) Copyright Patent Trademark

(4) Real Estate

(6) Plaintiff Litigation



21. Does any attorney or non-attorney member of your Firm provide professional services as an accountant, insurance agent or broker, investment adviser, real estate agent or broker or securities agent or broker? ☐ Yes ☒ No
 If yes, please indicate member's name, type of services provided, percentage of time spent, under which name these services are provided, professional liability carrier, limit of liability and copy of letterhead used.

22. Complete the following chart based upon the Firm's gross revenue for each category. The total must equal 100%. If Firm is newly established, please provide best estimate.

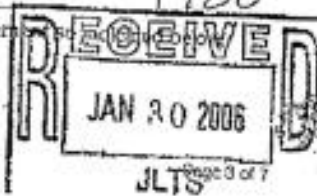
Area of Practice	% of Practice	Area of Practice	% of Practice
Administrative	%	Investment Counseling / Money Management	%
Admiralty / Maritime - Defense	%	Loans	%
Admiralty / Maritime - Plaintiff	(8) %	Labor Law - Management	%
Antitrust / Trade Regulation	%	Labor Law - Union	%
Arbitration / Mediation	5 %	Labor Litigation - Defense	5 %
Aviation	%	Labor Litigation - Plaintiff	(6) 5 %
Banking / Financial Institutions	(1) %	Litigation - Commercial - Defense	8 %
Bankruptcy	5 %	Litigation - Commercial - Plaintiff	(6) 7 %
BI / PI - Defense	5 %	Mergers and Acquisitions	%
BI / PI - Plaintiff	10	Municipal / Governmental - Zoning & Planning	%
General Liability	(6) %	Municipal / Governmental - Other (Not Bonds)	%
Medical Malpractice	(6) %	Oil / Gas / Minerals	%
Products Liability	(8) %	Patent	(2) %
Other Plaintiff	(6) %	Public Utilities	%
Civil Rights / Discrimination	%	Real Estate - Commercial	(4) 10 %
Collection / Repossession / Foreclosure	%	Real Estate - Escrow Agent	(4) %
Communication / FCC	%	Real Estate - Residential	(4) 10 %
Copyright / Trademark (Not Patent)	(2) %	Real Estate - Title Work	(4) %
Corporate - Formation / Alteration	%	Real Estate - Syndication / Development	(4) %
Corporate - General	10 %	School Law	%
Criminal	%	Securities, Bonds, Secured Transactions	(5) %
Domestic Relations / Family / Juvenile	10 %	Social Security / Elder Law	%
Eminent Domain	%	Tax - Corporate / Business Operations	%
Employee Benefit Plans / ERISA	%	Tax - Corporate / Business Preparation	%
Entertainment / Sports	(3) %	Tax - Individual	%
Environmental - General	(4) %	Water Rights	%
Environmental - Litigation	%	Workers Compensation - Defense	%
Estate / Estate Planning / Probate / Trusts / Wills	10 %	Workers Compensation - Plaintiff	(6) %
Foreign (Non-U.S. Law) / International	%	Other-Describe in Detail-Miscellaneous Not Acceptable	%
Healthcare	%		
Insurance	%	THE ABOVE MUST TOTAL 100%	100

If the Firm practices in any area(s) above with a numerical notation(s), complete the associated Supplemental Information section.

(1) Financial Institutions
 (2) Copyright Patent Trademark

(3) Entertainment
 (4) Real Estate

(5) Securities
 (6) Plaintiff Litigation



23. Has any member or former member of the Firm, at any time in the past six (6) years, provided any legal services or served as a fiduciary, committee member, director, officer, partner or employee of any Financial Institution? ☐ Yes ☒ No
If yes, please complete the Financial Institution Supplement.

24. Has any member or former member of the Firm, at any time in the past six (6) years, provided legal services:
a. To issuers, underwriters or affiliates thereof, with respect to the issuance, offering or sale of securities? ☐ Yes ☒ No
b. In any way related to the formation, syndication, promotion or management of any limited partnerships? ☐ Yes ☒ No
If yes to any part of Question 24 above, please complete the Securities Supplement.

25. Does the Firm provide any services in connection with any pre-paid legal services plan? ☐ Yes ☒ No
If yes, please provide details.

RISK MANAGEMENT

26. Concerning your docket control and/or calendaring system(s):

a. Does the Firm regularly make use of these system(s) with at least two independent date controls for each item? ☒ Yes ☐ No

b. Indicate all types regularly utilized: ☒ Computer ☐ Tickler System ☒ Two Calendar System
☐ Other (Describe): ☒ Perpetual Calendar ☐ Daytimer ☒ Pocket Calendar

c. Are two separate individuals entering dates into different systems for the same matter? ☒ Yes ☐ No

d. Are the entries in different systems being cross-checked on a regular basis? ☒ Yes ☐ No

e. Who is calculating the follow-up dates to be entered into the systems? Partner ☒ Yes ☐ No

f. If the answer to the above is not an attorney, does an attorney regularly review them to make sure the proper date has been selected? ☒ Yes ☐ No

g. If you are a Sole Practitioner with no employees, who is providing back-up for these systems in the event of your extended absence? ☒ NA ☐ Yes ☐ No

h. Do you have a procedure in place to ensure that calendar entries are being reviewed and responded to for any attorney who is absent from the office for an extended period? ☒ Yes ☐ No

27. Concerning your conflict of interest avoidance system(s) and procedure:

a. Does the Firm regularly make use of a conflict of interest avoidance procedure when accepting new clients or a new matter from existing clients? ☒ Yes ☐ No

b. Indicate method(s) used to achieve conflict checks:
☒ Oral/Memory ☒ Computer ☐ Index File ☐ Conflict Committee ☐ Perpetual Calendar ☒ Client Lists
☐ Other (Describe):

c. Does the Firm disclose to clients, in writing, all actual or potential conflicts of interest? ☒ Yes ☐ No

d. Upon disclosure of actual or potential conflicts, do you or your Firm always obtain written consent to perform ongoing legal services or decline further representation in writing? ☒ Yes ☐ No

e. Does this procedure capture attorney-client relationships established by predecessor, merged or acquired firms? ☒ NA ☐ Yes ☐ No

28. Has the Firm or any present or former member of the Firm or predecessor firm provided legal professional services to clients or referred clients to any business organization in which ANY FIRM MEMBER OR SPOUSE ever:

a. Served as a director, officer, partner, trustee or fiduciary (such as an administrator, conservator, executor, guardian, trustee, receiver, escrow agent)? ☐ Yes ☒ No

b. Owned an equity or financial interest? ☐ Yes ☒ No

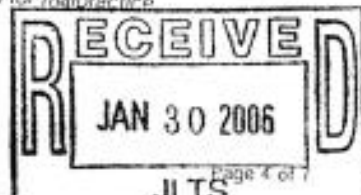
If yes to any part of Question 28 above, please complete the Outside Interest and/or Trustee Supplement(s) as applicable.

29. Do you regularly make use of written fee or retainer agreements and/or engagement letters when accepting work? ☒ Yes ☐ No
If no, please explain how you eliminate misunderstandings about the scope and cost of services being provided.

30. Do you regularly make use of written declination or non-engagement letters when declining work? ☒ Yes ☐ No
If no, please explain how you eliminate misunderstandings about representation.

31. Within the past five (5) years, have you sued to collect fees or threatened to do so? ☐ Yes ☒ No
If yes, please indicate number _____ and advise what steps you are taking to prevent countersuits for malpractice.

32. What percentage of your accounts receivable are over ninety (90) days past due? 5%
If more than 30%, what steps are being taken to reduce this percentage?



PRIOR COVERAGE AND CLAIMS HISTORY

33. In the past five (5) years, has any professional liability claim or suit ever been made against the Firm or any predecessor firm or any current or former member of the Firm or predecessor firm? ☐ Yes ☒ No
If yes, please indicate how many ____ and complete a separate Supplemental Claim Form for each claim.
34. Does any attorney for whom coverage is sought know of any incident, act, error or omission that could result in a claim or suit against the Firm or any predecessor firm or any of the current or former members of the Firm? ☐ Yes ☒ No
If yes, please indicate how many ____ and complete a separate Supplemental Claim Form for each incident.
35. Has any attorney for whom coverage is sought been refused admission to practice, disbarred, suspended, reprimanded, sanctioned, or held in contempt by any court, administrative agency or regulatory body or been the subject of a disciplinary complaint made to any of the aforementioned entities? ☐ Yes ☒ No
If yes, please provide details.
36. List the Lawyers Professional Liability Insurance Coverage carried during the past five (5) years, including any periods without coverage. Also, if currently uninsured, please check this box: ☐

Name Of Insurer		Policy Period From MM/DD/YY To MM/DD/YY	Limits of Liability	Deductible/ Retention	Premium	No. Of Attorneys Insured
Current Year	Liberty	4/28/05 4/28/06	1 Million	\$5,000.00		
Prior Year 1	Liberty	4/28/04 4/28/05	1 million	\$5,000.00	7123	2
Prior Year 2	Liberty	4/28/03 4/28/04	1 million	\$2,500.00		2
Prior Year 3	Liberty	4/28/02 4/28/03	1 million	\$2,500.00		2
Prior Year 4	Liberty	4/28/01 4/28/02	1 million	\$2,500.00		2

37. Inception date of firm's first claims made policy, maintained without interruption to date: 1996
38. Does your current policy have a prior acts limitation or retroactive date applicable to the Firm or any individual attorney? Full ☒ Yes ☐ No
If yes, please indicate date and to whom it applies if other than the Firm: Full
39. Does your current policy contain any exclusions or coverage limitations tailored specifically to your Firm? ☐ Yes ☒ No
If yes, please describe and attach a copy of the endorsement: _____
40. In the past five (5) years, has the Firm or any Firm member ever had professional liability insurance or similar insurance declined, cancelled or non-renewed? ☐ Yes ☒ No
(Missouri residents, do not answer)
If yes, please explain: _____
41. Has the Firm or any attorney for whom coverage is sought ever purchased an extended reporting period endorsement? ☐ Yes ☒ No
If yes, please provide details: _____

ARKANSAS: Any person who knowingly presents a false or fraudulent claim for payment of a loss or benefit or knowingly presents false information in an application for insurance is guilty of a crime and may be subject to fines and confinement in prison.

COLORADO: It is unlawful to knowingly provide false, incomplete, or misleading facts or information to an insurance company for the purpose of defrauding or attempting to defraud the company. Penalties may include imprisonment, fines, denial of insurance, and civil damages. Any insurance company or agent of an insurance company who knowingly provides false, incomplete, or misleading facts or information to a policyholder or claimant for the purpose of defrauding or attempting to defraud the policyholder or claimant with regard to a settlement or award payable from insurance proceeds shall be reported to the Colorado division of insurance within the department of regulatory agencies.

DISTRICT OF COLUMBIA: WARNING: It is a crime to provide false or misleading information to an insurer with the purpose of defrauding the insurer or any other person. Penalties include imprisonment and/or fines. If you provided false information to deny insurance benefits if false information materially related to a claim was provided by the applicant.

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58459 Ed. 11-05 Printed in U.S.A.

RECEIVED
JAN 30 2006
JLTS

FLORIDA: Any person who knowingly and with intent to injure, defraud, or deceive any insurer files a statement of claim or an application containing any false, incomplete, or misleading information is guilty of a felony of the third degree.

HAWAII: For your protection, Hawaii law requires you to be informed that presenting a fraudulent claim for payment of a loss or benefit is a crime punishable by fines or imprisonment, or both.

KENTUCKY: Any person who knowingly and with intent to defraud any insurance company or other person files an application for insurance containing any materially false information or conceals, for the purpose of misleading, information concerning any fact material thereto commits a fraudulent insurance act, which is a crime.

LOUISIANA: Any person who knowingly presents a false or fraudulent claim for payment of a loss or benefit or knowingly presents false information in an application for insurance is guilty of a crime and may be subject to fines and confinement in prison.

MAINE: It is a crime to knowingly provide false, incomplete or misleading information to an insurance company for the purpose of defrauding the company. Penalties may include imprisonment, fines or a denial of insurance benefits.

MINNESOTA: A PERSON WHO SUBMITS AN APPLICATION OR FILES A CLAIM WITH INTENT TO DEFRAUD OR HELPS COMMIT A FRAUD AGAINST AN INSURER IS GUILTY OF A CRIME.

NEW JERSEY: Any person who includes any false or misleading information on an application for an insurance policy is subject to criminal and civil penalties.

NEW MEXICO: ANY PERSON WHO KNOWINGLY PRESENTS A FALSE OR FRAUDULENT CLAIM FOR PAYMENT OF A LOSS OR BENEFIT OR KNOWINGLY PRESENTS FALSE INFORMATION IN AN APPLICATION FOR INSURANCE IS GUILTY OF A CRIME AND MAY BE SUBJECT TO CIVIL FINES AND CRIMINAL PENALTIES.

NEW YORK (Non Auto): Any person who knowingly and with intent to defraud any insurance company or other person files an application for insurance or statement of claim containing any materially false information, or conceals for the purpose of misleading, information concerning any fact material thereto, commits a fraudulent insurance act, which is a crime and shall also be subject to a civil penalty not to exceed five thousand dollars and the stated value of the claim for each such violation.

OHIO: ANY PERSON WHO, WITH INTENT TO DEFRAUD OR KNOWING THAT HE IS FACILITATING A FRAUD AGAINST AN INSURER, SUBMITS AN APPLICATION OR FILES A CLAIM CONTAINING A FALSE OR DECEPTIVE STATEMENT IS GUILTY OF INSURANCE FRAUD.

OKLAHOMA: WARNING: Any person who knowingly, and with intent to injure, defraud or deceive any insurer, makes any claim for the proceeds of an insurance policy containing any false, incomplete or misleading information is guilty of a felony.

OREGON: Any person who knowingly and with intent to defraud or solicit another to defraud the insurer by submitting an application containing a false statement as to any material fact, may be violating state law.

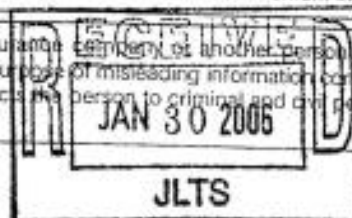
PENNSYLVANIA: ANY PERSON WHO KNOWINGLY AND WITH INTENT TO DEFRAUD ANY INSURANCE COMPANY OR OTHER PERSON FILES AN APPLICATION FOR INSURANCE OR STATEMENT OF CLAIM CONTAINING ANY MATERIALLY FALSE INFORMATION OR CONCEALS FOR THE PURPOSE OF MISLEADING, INFORMATION CONCERNING ANY FACT MATERIAL THERETO COMMITS A FRAUDULENT INSURANCE ACT, WHICH IS A CRIME AND SUBJECTS THE PERSON TO CRIMINAL AND CIVIL PENALTIES.

VERMONT: Any person who knowingly and with intent to defraud any insurance company or another person files an application for insurance containing any materially false information or conceals for the purpose of misleading information concerning any fact material thereto, may be committing a crime, subjecting the person to criminal and civil penalties.

VIRGINIA: It is a crime to knowingly provide false, incomplete or misleading information to an insurance company for the purpose of defrauding the company. Penalties include imprisonment, fines and denial of insurance benefits.

WEST VIRGINIA: Any person who knowingly presents a false or fraudulent claim for payment of a loss or benefit or knowingly presents false information in an application for insurance is guilty of a crime and may be subject to fines and confinement in prison.

ALL OTHER STATES: Any person who knowingly and with intent to defraud any insurance company or another person files an application for insurance containing any materially false information, or conceals for the purpose of misleading information concerning any fact material thereto, commits a fraudulent insurance act, which is a crime and subjects the person to criminal and civil penalties. Not applicable in Nebraska.



YOUR SIGNATURE AND AUTHORIZATION

The undersigned authorized representative of the firm, or individual if this application is for an individual, agrees to all to the following:

- The statements and representations made in this application are true and complete and, if issued, this application and any supplements will be attached to and made a part of the policy.
- If the information supplied in this application changes between the date of the application and the effective date of any insurance policy issued by St. Paul Travelers in response to this application, you will immediately notify us of such changes, and we may withdraw or modify any outstanding quotation or agreement to bind coverage.
- The St. Paul Travelers is authorized to make an investigation and inquiry in connection with this application.
- The St. Paul Travelers is not bound or obligated to issue any insurance policy or to provide the insurance requested in this application.

Signature (Partner, Member, Officer, Proprietor)

Title

Date

Important Note: This application is not a representation that coverage does or does not exist for any particular claim or loss, or type of claim or loss, under any insurance policy issued by St. Paul Travelers. Whether coverage exists or does not exist for any particular claim or loss under any such policy depends on the facts and circumstances involved in the claim or loss and all applicable wording of the policy actually issued.

INSURANCE AGENT OR BROKER MUST COMPLETE THE FOLLOWING:

Broker or Agent Name

Soliciting Producer Name

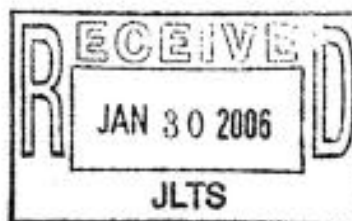
Broker or Agent License No.

City

State

Date submitted

Return this application to your insurance agent. Agents should forward this submission to JLT Services Corporation, 13 Cornell Road, Latham, NY 12110, Telephone: 1-800-998-5545, Facsimile: 518-782-3139.





St. Paul Travelers 1st ChoiceSM
Lawyers Professional Liability Insurance Real Estate Practice Supplement

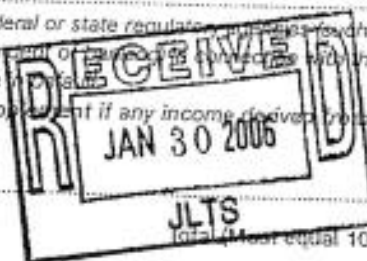
St. Paul Fire and Marine Insurance Company, Saint Paul, Minnesota
St. Paul Mercury Insurance Company, Saint Paul, Minnesota
St. Paul Guardian Insurance Company, Saint Paul, Minnesota

Please complete this Supplement and submit it to St. Paul Travelers along with your completed Lawyers Professional Liability Insurance Application, (form 58459) if instructed to do so. You agree that this Supplement will become part of your application for Lawyers Professional Liability Insurance and is subject to the same terms.

1. Name(s) of Legal Entity(ies) to be insured (as referenced on your letterhead)

REAL ESTATE PRACTICE BREAKDOWN

	Current Year	Previous 12 Months
2. What percent of your real estate practice receipts for the current year and preceding year have come from the following areas:		
a. Purchase and Sale		
Residential Property	30 %	30 %
Commercial	30 %	30 %
<i>e.g., transactional work performed on behalf of buyers or sellers including negotiations and drafting of earnest money contracts (purchase agreements), option agreements, deeds and other closing documents, representation at closing and other related activities.</i>		
b. Land Use/Development	0 %	0 %
<i>e.g., representation of landowners, developers and others in zoning, subdivision, planned unit developments, wetlands and other development and land use processes before federal, state and/or local governmental units.</i>		
c. Mortgages, Contracts for Deeds and Foreclosure	5 %	5 %
<i>e.g., representation of lenders' or borrowers in the purchase money financing, refinancing or other real estate secured lending, including negotiation of loan documents, foreclosure of mortgages or trustee's sales under deeds of trust and other exercises of remedies in the event of a default or breach under the financing documents.</i>		
<i>Please complete the Financial Institutions Supplement if any income derived from representation of financial institutions.</i>		
d. Landlord/Tenant	25 %	25 %
<i>e.g., representation of either landlords or tenants in the drafting and negotiation of lease terms, representation in litigation brought to challenge or enforce the lease, evict the tenant or collect amounts owing.</i>		
e. Construction Work and Mechanics' Liens	0 %	0 %
<i>e.g., representation of developers, contractors, lenders and land owners in connection with the construction of improvements upon real estate and claims (such as mechanics' liens) arising out of construction of such improvements.</i>		
f. Real Estate Tax Abatement/Property Valuation	0 %	0 %
<i>e.g., representation of property owners before county agencies and courts in proceedings to contest property valuations and obtain abatements or refunds of assessed real estate taxes.</i>		
g. Condominiums, Cooperatives, and Town Houses (Including Conversions)	10 %	10 %
<i>e.g., representation of developers, homeowners' associations, cooperative boards of directors, or individuals in the issues arising out of the common ownership and common rights of such schemes of property ownership.</i>		
h. Loan Workouts	0 %	0 %
<i>e.g., representation of lenders', borrowers, or federal or state regulatory agencies such as the Resolution Trust Corporation or a state superintendent or commissioner in connection with the restructuring of real estate secured loans that are in or out of foreclosure.</i>		
<i>Please complete the Financial Institutions Supplement if any income derived from representation of financial institutions.</i>		
i. Other (Please describe)	0 %	0 %
Total (Must equal 100%)		
	100 %	100 %



KENTUCKY: Any person who knowingly and with intent to defraud any insurance company or other person files an application for insurance containing any materially false information or conceals, for the purpose of misleading, information concerning any fact material thereto commits a fraudulent insurance act, which is a crime.

NOTICE

Signature of Owner, Partner or Principal

Title

Date _____





St. Paul Travelers 1st ChoiceSM
Lawyers Professional Liability Insurance Plaintiff Litigation Supplement

- ☐ St. Paul Fire and Marine Insurance Company, Saint Paul, Minnesota
☐ St. Paul Mercury Insurance Company, Saint Paul, Minnesota
☐ St. Paul Guardian Insurance Company, Saint Paul, Minnesota

Please complete this Supplement and submit it to St. Paul Travelers along with your completed Lawyers Professional Liability Insurance Application, (form 58459) if instructed to do so. You agree that this Supplement will become part of your application for Lawyers Professional Liability Insurance and is subject to the same terms.

1. Name(s) of Legal Entity(ies) to be insured (as referenced on your letterhead)

Citak & Citak

IF FIRM IS NEWLY ESTABLISHED, PLEASE PROVIDE YOUR BEST ESTIMATE.

2. Describe the types of cases handled (e.g. admiralty, aviation, asbestos, bodily injury, breast implant, commercial, discrimination, general liability, medical malpractice, personal injury, products, toxic tort, sexual harassment, tobacco, worker's compensation, unfair competition, wrongful death, etc.)

Arbitration

Commercial or Corporate

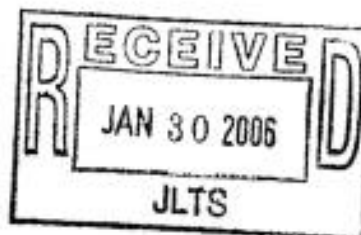
Labor Litigation

General Liability

Bodily Injury/Personal Injury

Domestic Relations

3. What is the Firm's average litigation case load per year? 50
4. What percentage of the Firm's litigation cases are settled before trial? 98 %
5. What percentage of the Firm's litigation cases are tried to a verdict? 1 - 2 %
6. What percentage of the Firm's litigation cases are handled on a contingency fee basis? 50 %
7. What is the estimated average dollar size of judgments, awards and settlements in the litigation cases handled by the Firm? \$ 15,000
8. What is the largest judgment, award or settlement in a litigation case achieved by the Firm in the past five years? \$ 2,200,000
9. Does the Firm take litigation case referrals from other law firms? ☒ Yes ☐ No
 If yes, please indicate the approximate number of cases and the types involved. 4-5, Personal Injury, Commercial and Labor
10. Does the Firm refer cases to other law firms? ☒ Yes ☐ No
 If yes, please indicate the approximate number of cases and the types involved. 2-3, Compensation and Malpractice
11. Has the Firm been involved in any class action plaintiff cases within the past five years? ☐ Yes ☒ No
 If yes, please describe the type of case, the injury or loss involved and the number of plaintiff's involved.



FLORIDA: Any person who knowingly and with intent to injure, defraud, or deceive any insurer files a statement of claim or an application containing any false, incomplete, or misleading information is guilty of a felony of the third degree.

KENTUCKY: Any person who knowingly and with intent to defraud any insurance company or other person files an application for insurance containing any materially false information or conceals, for the purpose of misleading, information concerning any fact material thereto commits a fraudulent insurance act, which is a crime.

For all other applicable state fraud warnings, please see the main application.

NOTICE

Must be signed and dated by an Owner, Partner or Principal as duly authorized on behalf of the Applicant.

Signature of Owner, Partner or Principal

Title

Date

[Signature] *[Signature]* *Partner* *1/20/06*

